

Union County Board of County Commissioners 15 Northeast 1st Street, Lake Butler, FL 32054 · Phone: 386-496-4241 · Fax: 386-496-4810

AGENDA REGULAR MEETING SEPTEMBER 19, 2022 6:00 P.M.

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this meeting or hearing, he or she will need a record for the proceedings and may need to ensure that a verbatim record is made

1.	Meeting Called to Order	
2.	Invocation and Pledge	
3.	Public Comments	
4.	Approval of Consent Agenda	
5.	Consideration of Resolution 2022-11, Traffic Signal Maintenance AgreementJimmy Williams	
6.	Discussion of Faith & Family Ag Festival	
7.	Consideration of Contract Between Union County Health Dept. and BOCCJimmy Williams	
8.	Consideration of Proposed EMS Fee Schedule	
9.	Consideration of EMS/Fire Committee	
10.	Discussion of Providence Community CenterJimmy Williams	
11.	Consideration of City of Lake Butler EasementJimmy Williams	
12.	FY2023 Agreement Between Planning Council & County for Annual Monitoring of Hazardous Waste Generators \$2,778	
13.	FY2023 Agreement Between Planning Council & County for Local Government Comprehensive Planning Services \$3,500	
14.	Forestry Annual ReportJimmy Williams	
15.	Agreement Between Union County and UF for Medical Examiner ServicesJimmy Williams	
16.	Consideration of Ordinance 22-04, FIRST READING ONLYJimmy Williams	
17.	Report from County Coordinator, Jimmy Williams and Department Heads Kim Hayes, Solid Waste Director Shelton Arnold, Jr., Road Department Mary Brown, Public Library State Aid to Libraries Grant Toby Witt, EMS Director Tim Allen, Emergency Management /Interim Fire Director Luke Harlow, Extension Office	
18.	Report Kellie Hendricks Rhoades, Clerk of Courts and Comptroller	
19.	Report from Russell A. Wade III, County Attorney	
20.	Report from County Commissioners Ryan Perez, District 1 Channing Dobbs, District 2	

Jimmy Tallman, District 3 Lacey Cannon, District 4 Willie Croft, District 5

21. Adjournment

RESOLUTION 22-11 UNION COUNTY, FLORIDA

WHEREAS, the Board of County Commissioners on behalf of Union County, Florida, executed Traffic Signal Maintenance and Compensation Agreement (Agreement), dated June 23, 2015, with the Florida Department of Transportation (Department) for the maintenance and operation of traffic signals which have been installed on the State Highway System in Union County, Florida. The Agreement is attached hereto and incorporated herein as Exhibit A.

WHEREAS, in the Agreement Union County agreed to undertake certain maintenance and operational responsibilities with regards to specified traffic signals on the State Highway System and the Department provided payment for the same pursuant to the terms set forth in the Agreement.

WHEREAS, the Department is now willing to provide payment, beginning in the Department's Fiscal Year 2022-2023, for certain intersection control beacons on the State Highway System, which are located in Union County, Florida pursuant to the terms set forth in proposed Traffic Signal Maintenance and Compensation Agreement Amendment #1 (Amendment), a blank copy of which is attached hereto as Exhibit B.

WHEREAS, it is in the best interest of Union County, Florida to execute the Amendment and the Board of County Commissioners of Union County, Florida hereby ratifies and affirms the terms of the original Agreement and approves and directs execution of the Amendment.

NOW, THEREFORE, BE IT RESOLVED, by affirmative vote of the Board of County Commissioners of Union County, Florida, that Union County is hereby authorized to execute the Amendment between the Board of County Commissioners of Union County, Florida and the Department and the Union County Board Chairman is authorized to execute any and all documents necessary to effectuate the same, including future amendments thereto.

RESOLVED in regular session of the Board of County Commissioners of Union County, Florida this 19th day of September, 2022.

	ATTEST:
James A. Tallman, Chairman	Kellie Hendricks Rhoades, Clerk of Courts



Faith & Family Ag Festival

October 22, 2022, 9:00 AM - 2:00 PM 6886 SW 74th Way, Lake Butler, FL 32054

The Festival is designed for children in grades K-12 and their families.

Festival Schedule:

9:00 AM Register/Check-in*

Welcome

Educational/Ag Activities

Lunch & Prizes

2:00 PM Event Concludes

*Pre-registration is strongly encouraged. Registration on-site is subject to availability.



For more information about PLFM or to register, visit our website: www.PromisedLandFM.org or our Facebook page: @PromisedLandFM

Interested in volunteer or sponsorship opportunities? Contact Rebecca Hall at RHall@PromisedLandFM.org

Enjoy agriculture activities, games, prizes, and lunch!

PLFM Mission:
To strengthen youth and families through Christ-centered experiences in an agricultural and outdoor setting, creating abundant living that transforms individuals and communities.



SCAN ME

This free event is made possible by generous supporters of PLFM!

Promised Land Family Ministries, Inc. is a charitable, tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; EIN 83-0533097.

CONTRACT BETWEEN UNION COUNTY BOARD OF COUNTY COMMISSIONERS AND

STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE UNION COUNTY HEALTH DEPARTMENT CONTRACT YEAR 2022-2023

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Union County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2022. State and County are jointly referred to as the "parties".

RECITALS

- A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."
- B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."
- C. Union County Health Department ("CHD") is one of the created County Health Departments.
- D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.
- NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
- 1. <u>RECITALS.</u> The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.
- 2. <u>TERM.</u> The parties mutually agree that this contract shall be effective from October 1, 2022, through September 30, 2023, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.
- 3. <u>SERVICES MAINTAINED BY THE CHD.</u> The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:
- a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

- b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.
- c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.
- 4. <u>FUNDING</u>. The parties further agree that funding for the CHD will be handled as follows:
- a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.
 - i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 974,690 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
 - ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash, or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$35,000 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).
- b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

- c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.
- d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.
 - e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund Union County 495 East Main Street Lake Butler, FL 32054

- 5. <u>CHD DIRECTOR or ADMINISTRATOR.</u> Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.
- 6. <u>ADMINISTRATIVE POLICIES AND PROCEDURES.</u> The parties hereto agree that the following standards should apply in the operation of the CHD:
- a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.
- b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.
- c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- *i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.
- d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Union County.
- e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.
- f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

- g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.
- h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.
- i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.
- j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.
- k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.
- I. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.
- m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.
- n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.
- o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii. A written explanation to the County of service variances reflected in the yearend DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.
- p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:
 - *i.* March 1, 2023, for the reporting period of October 1, 2022, through December 31, 2022; and
 - *ii.* June 1, 2023, for the reporting period of October 1, 2022, through March 31, 2023; and
 - *iii.* September 1, 2023, for the reporting period of October 1, 2022 through June 30, 2023; and
 - *iv.* December 1, 2023, for the reporting period of October 1, 2022 through September 30, 2023.

7. <u>FACILITIES AND EQUIPMENT.</u> The parties mutually agree that:

- a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.
- b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.
- c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. <u>TERMINATION</u>.

- a. <u>Termination at Will.</u> This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.
- b. <u>Termination Because of Lack of Funds.</u> In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.
- c. <u>Termination for Breach</u>. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. <u>MISCELLANEOUS</u>. The parties further agree:

- a. <u>Availability of Funds.</u> If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2022, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.
- b. <u>Contract Managers</u>. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:	For the County:		
Darlene Moran	Kellie Hendricks Rhoades, CPA		
Name	Name		
Business Manager	Clerk of Court		
Title	Title		
495 East Main Street	55 West Main Street		
<u>Lake Butler, FL 32054</u> Address	Lake Butler, FL 32054 Address		
904-964-7732	(386) 496-3711		
Telephone	Telephone		

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. <u>Captions</u>. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. <u>Notices</u>. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2022.

BOARD OF COUNTY COMMISSIONERS FOR UNION COUNTY

STATE OF FLORIDA DEPARTMENT OF HEALTH

SIGNED BY:	SIGNED BY:	
NAME: Jimmy Tallman	NAME: Joseph A. Ladapo, M.D., Ph.D.	
TITLE: Chairman	TITLE: State Surgeon General	
DATE:	DATE:	
ATTESTED TO:		
SIGNED BY:	SIGNED BY:	
NAME: Kellie Hendricks Rhoades	NAME: Amie Oody, MPH, BSN	
TITLE: Clerk of Court	TITLE: CHD Director or Administrator	
DATE:	DATE:	



UNION COUNTY

DEPARTMENT OF





PHONE (386) 496-3839 FAX (386) 496-2158

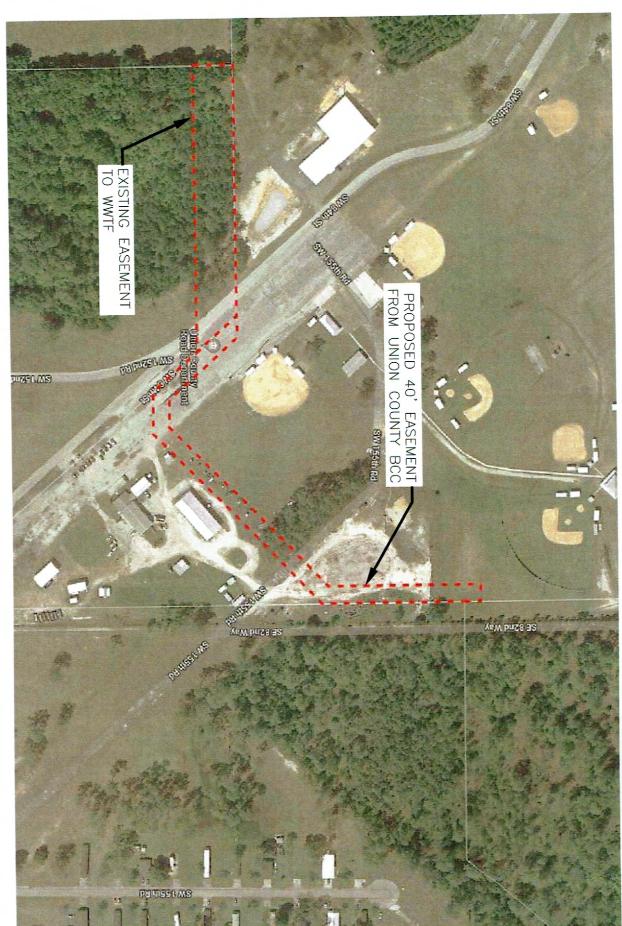


Toby Witt DIRECTOR

Please see below the proposed EMS fee schedule. If approved by the Union County Board of County Commissioners this fee schedule would go into effect October 1, 2022.

		Current Charge	Projected 8% Increase
A0426	Advanced Life Support	\$ 760.00	\$820.80
A0420	Stand-By 1st Hour	\$ 200.00	\$216.00
A0425	Ground Mileage (BLS)	\$13.36	\$14.43
A0425	Ground Mileage (ALS)	\$13.36	\$14.43
A0429	Basic Life Support Emergent	\$ 680.00	\$734.40
A0428	Basic Life Support	\$ 680.00	\$734.40
A0427	Advanced Life Support Emergent	\$ 760.00	\$ 820.80
A0433	ALS LVL2	\$ 880.00	\$950.40
A0998	AMB Response Fee	\$ 200.00	\$216.00





CITY OF LAKE BUTLER
SRF Wastewater Collection System
Easement No. 4 — 0.J Phillips Recreation Center Ball Field Union County, Florida OF LAKE BUTLER

_; 11 240'

SCALE:

EXHIBIT 11.3



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 26, 2022

Mr. James Williams County Coordinator Union County 15 Northeast 1st Street Lake Butler, FL 32054-1701

RE: Fiscal Year 2023

Agreement Between the County and the Planning Council for Annual Monitoring of Hazardous Waste Generators

Dear Jimmy:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to continue its monitoring of hazardous waste generators located in the County for Fiscal Year 2023 in the amount of \$2,778. Please note that the method of compensation for services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the Board of County Commissioners, <u>please</u> have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original <u>signatures</u> for the County files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP Executive Director

Enclosures

FISCAL YEAR 2023

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2022, by and between the Board of County Commissioners of Union County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

<u>ARTICLE I - SCOPE OF SERVICES</u>

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Two Thousand Seven Hundred Seventy-Eight Dollars and No Cents (\$2,778.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2022 and shall end on September 30, 2023. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Coordinator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Union County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Union County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY

Attest:

Seal

Kellie Hendricks Rhoades County Clerk James A. Tallman

Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons
Executive Director

Anthony Adams

Chair

APPENDIX A

SCOPE OF WORK

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 26, 2022

Mr. James Williams County Coordinator Union County 15 Northeast First Street Lake Butler, FL 32054-1701

RE:

Fiscal Year 2023

Agreement Between the County and the Planning Council for Local Government Comprehensive Planning Services

Dear Jimmy:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to provide comprehensive planning services to the County for Fiscal Year 2023 in the amount of \$3,500. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the County, <u>please have both copies dated</u> on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County's <u>files and return one signed copy of the Agreement with original signatures to me for the Planning Council's</u> files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP Executive Director

Enclosures

1:\lga contracts\2023\2023 agreeletterfinalmerge.doc

FISCAL YEAR 2023

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2022, by and between the Board of County Commissioners of Union County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2022 and shall end on September 30, 2023. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Secretary to the Board of County Commissioners of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Union County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Union County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY

Attest:

Seal

Kellie Hendricks Rhoades County Clerk James A. Tallham

Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons
Executive Director

Anthony Adams

Chair

APPENDIX A

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2023

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. <u>General Technical Assistance</u> conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. <u>Amendment Assistance</u> preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

FLORIDA FOREST SERVICE SUWANNEE FORESTRY CENTER (386) 243-6260 (386) 243-6244 FAX



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES COMMISSIONER NICOLE "NIKKI" FRIED

Union County Board of County Commissioners 15 NE 1st Street Lake Butler, FL. 32054

Board of County Commissioners,

Pursuant to the agreement between Union County and the Florida Forest Service, the preceding annual report is submitted for the fiscal year July 1, 2021, through June 30, 2022.

We appreciate the cooperation that the Florida Forest Service has received from the County Commissioners and look forward to continuing this cooperation in the future.

Respectfully Submitted

Austin Thomas
Forest Area Supervisor
Bradford / Union County
(386)623-9496

Rachel Kyle CFA Forester Bradford / Union County (386)292-4984

Please Respond to: 11367 SR 100 West Lake Butler, FL. 32054



THE MISSION OF THE FLORIDA FOREST SERVICE

To protect and manage Florida 's forest resources through a stewardship ethic to assure these resources will be available for future generations

The strategies employed by the Forest Service include:

- > Provide leadership to protect forest land and the public from the destructive effects of wildfire.
- Perpetuate Florida's forest through aggressive reforestation.
- ➤ Promote sound forest management practices which maintain integrity of the environment and provide for our state's future natural resource needs.
- ➤ Present a true picture of the importance of Florida's forest and promote the renewal of these resources through education and public information.
- ➤ Manage public lands to retain their unique character and to provide multiple benefits.
- > Create a partnership with Florida's cities to establish and preserve their urban forest.
- ➤ Improve the quality through training and development of our people, our single greatest resource. The leadership will encourage innovation, excellence, and freedom for personal growth.

Central to accomplishing our mission is the key value of earning public trust through serving the people.

Forest Protection Program Annual Report July I, 2021 thru June 30, 2022

Union County experienced 12 wildfires this past fiscal year. These wildfires burned a total of 114.61 acres of forest, grass, and brush land. The number one cause of these fires was human caused at 66.67%, and second was natural cause which accounted for 16.67% of the fire ignitions in the county. All fires are investigated by our Forest Rangers, and/or by the Department of Agriculture and Consumer Services, Office of Agriculture Law Enforcement. Florida Forest Service personnel also responded to numerous other calls for possible wildfires, unauthorized burning, and smoke complaints.

One of the responsibilities of the Florida Forest Service is to enforce the Forest Fire Laws and Open Burning Regulations of Florida. Each individual desiring to burn land clearing piles, agriculture, or silviculture burning must call our Center Office to acquire a burning authorization. Burning authorizations were issued to 446 individuals last fiscal year, which accounted for 3327 acres, legally burned for agricultural, silvicultural, and land clearing operations in Union County. Within this year 1017 piles were authorized.

Notices of Violations (NOV) were issued to individuals in Union County for violating open burning laws. These violations included burning without obtaining an authorization, allowing fires to escape their control, and not observing standard set back distances or legal burning hours. 2 NOVs was written this year.

The on-site inspection and land-owner assistance program for burning authorizations requested in smoke sensitive areas as well as first time burners is a valuable tool in our fire prevention program; the Forest Service inspected 40 landowners for this fiscal year in the county. This allows for the assurance of setback requirements, and it also allows for one-on-one contact between Forest Service personnel and the burner prior to the burn taking place to make a recommendation or approve the burn.

Forest Service personnel along with personnel from Union County Volunteer Fire Departments worked together to promote Fire Prevention. Fire prevention efforts traditionally target the County's school system along with several of the day care centers in Union County. The school and day care children look forward to a visit from Smokey Bear and our Forest Rangers and Firefighters each year. Students receive fire safety information on ways to protect our homes and natural resources from the devastating effect of fires. Elementary schools continue to be our primary target; we also share our fire prevention programs with local groups while making every effort to be involved with our community events.

We wish to express our sincere appreciation to the Volunteer Fire Departments, and the Union County Board of Commissioners for the support you give to the Florida Forest Service. We will be glad to discuss any items of concern with you or to meet with the Board of County Commissioners as needed.

Sincerely,

Austin Thomas Forest Area Supervisor

Florida Forest Service



Cooperative Forestry Assistance Program

Annual Report to the Union County Commissioners



5 3





July 1, 2021 – June 30, 2022

Prepared By: Rachel Kyle, Forester Serving Union/Bradford County

Florida Department of Agriculture & Consumer Services

Our Mission

To protect and manage Florida and its people from dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Introduction:

Over the past one hundred years, the forest industry has contributed to a major part of Union County's economy. Currently, the county has been assessed at 140,537 acres of forestland, which accounts for 87% of the Union County's landmass. According to a study from University of Florida, nearly 53% of that forestland is classified as industrial timber, and 42% is private non-industrial forest, while the remaining 5% of forestland is owned by the state and county.

Florida forest industry generates nearly \$13B in annual sales that contribute to over 36,000 jobs state-wide. Union County contributes to around \$54 million of those annual sales and provides over 770 jobs to residents. Since the mid-90's, Union County has seen a shift in timberland ownership from forest industry to private non-industrial forest (PNIF) landowners. While this trend has slowed, timber industry land continues to be sold off to PNIF landowners. Our Goal is to promote the sound management of Florida's private non-industrial forests (PNIF). As a result of the CFA forester's efforts, many private landowners around Union County are practicing multiple-use land management techniques and utilizing their forestland for timber, recreation, wildlife, and aesthetics.

The assistance offered by the county CFA forester with the help of other FFS personnel impacts landowners (large & small), our youth, our economy and our environment. Services offered by the CFA program include but are not limited to the following:

- Written Forest Management Plans
- Forest Stewardship Certification
- Administration of Cost Share Programs
- Tree Farm Certification
- Prescribed Burning Services
- Wildland Fire Control
- Fire Prevention Programs
- Future Farmers of America Education
- 4-H Education
- Forest Management Education
- Forest Health & Disease Monitoring
- Urban Forestry Assistance
- Incidental Requests

Figure 1.

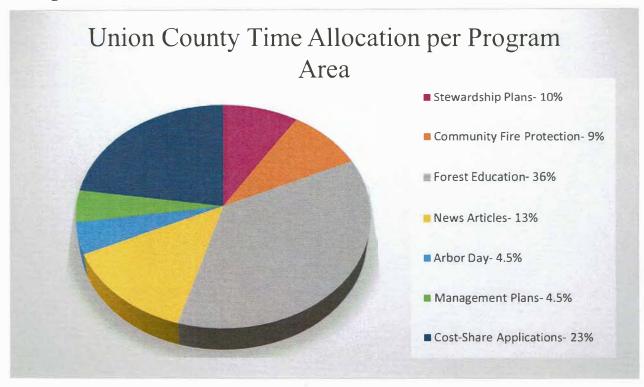


Figure 1. Illustrates the percentage of time that the Union County CFA forester committed to various activities during the past year. The largest percentage of time was allocated to forest education activities, which includes landowner workshops, youth outreach events, career days, 4H meetings, and arbor day event planning. Following with cost-share application assistance, which involve various types of state and federal cost-share options that are unique to each landowner. The remaining time is allocated to writing news articles, stewardship plans, management plans and performing community fire protection tasks such as prescribed fire and wildfire response.

Forest Stewardship Program & American Tree Farm System:

Forest Stewardship is defined as the active management of forests and related resources to promote a productive, healthy condition for present and future generations, and to increase the economic, environmental and social benefits of these lands. Forest Stewards are those landowners who are committed to long term management of their forestland, following defined multiple use management objectives. These objectives are economically viable, conservative of natural resources and socially, environmentally and ecologically responsible.

The Forest Stewardship Program focuses on multiple use management of forests including improvement and maintenance of timber, wildlife, soil, water, recreation and aesthetics. The Florida Forest Service is the lead agency for this program and CFA foresters oversee its administration. Currently, Union County has 8,745 acres actively enrolled in the Forest Stewardship Program. Of those

acres, 487.2 acres are under new plans added this year. In addition to the plan preparation the landowners can get certified.

The American Tree Farm System is a nationwide community of more than 87,000 individuals and families joined by their desire for excellence in forest stewardship. This program nationally certifies the landowner's property endorsed by the Sustainable Forestry Initiative (SFI) and the Program Endorsement of Forest Certification (PEFC). CFA foresters are tasked with promoting this program and assisting interested landowners with the certification process. In Union County there are 18,300 acres certified under the American Tree Farm System.

Cost Share & Landowner Assistance Programs:

The CFA forester assists in the administration of several federal and state cost share and landowner assistance programs that are available to private non-industrial landowners.

Southern Pine Beetle (SPB) Assistance and Prevention Program is administered by the FFS, and the CFA forester oversees administering the program within their county. This year the program offered \$50 per acre on a first pulpwood thinning operation, \$15 per acre for prescribed burning, \$25 per acre for mechanical underbrush removal, \$100 per thousand containerized longleaf pine seedlings, \$47.50 per thousand bare root longleaf pine seedlings, \$65 per acre containerized slash pine seedlings, \$25 per thousand bare root slash pine seedlings, \$40 per acre for planting and \$25 per acre for herbicide control. The primary objective of the program is to promote management practices that produce healthy forests and pine species that are less susceptible to SPB infestations. Prior to the July 1st, 2022 application deadline, five Union County landowners have been assisted in the application process for \$7,193.98 to be used on 328 acres if approved.

Conservation Stewardship Program (CSP)

This program offers an opportunity for forestland managers to enhance their agricultural operations while adopting conservation activities that can improve crop quality, improve soil health, and improve water quality. CSP can help you plan and implement conservation practices and enhancements that address natural resource concerns on your operation. There is financial assistance that is offer to the landowners for 5-year terms. More information on the program can be found at

https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/csp/

Forest Management Plans

The Forester is responsible in preparing General Forest Management Plans for landowners. The General Forest Management Plan is an individualized guide for landowners to use on their own property. This plan includes a map of the property that delineates forest stands, waterways, and other land uses. It also includes a written portion that consists of stand recommendations and a ten to twenty-year operation table. This plan is particularly useful to new landowners that are looking to farm trees for agricultural purposes.

Forest Health and Disease Monitoring:

Each year, in an effort to forecast southern pine beetle (SPB) activity, the CFA forester is responsible for deploying and monitoring a SPB pheromone trap. In addition, the CFA forester is responsible for ensuring an aerial SPB detection survey is conducted over their respective county. During this year's initial aerial survey, no SPB spots or outbreaks were detected in Union County. Periodic flights over the county since the initial reconnaissance, report no sightings of SPB activity. Should any suspicion of southern pine beetle presence be spotted during subsequent aerial surveys, the county forester will follow up with ground observations and contact the landowner(s) to initiate appropriate actions. The 2022 SPB Report can be found at 2022 SPB Monitoring Report

In June 2021, a case of Lethal Bronzing Disease (LBD) was located and tested at Lake Butler Elementary School. This disease effects a variety of palm trees. For more information on the disease please contact your local forester or visit https://edis.ifas.ufl.edu/publication/PP163.

Community Education / Fire Prevention:

One of the primary responsibilities of the county forester is to inform and educate the public about forest management, ecology and wildfire prevention. This is done through a variety of media outlets, programs and presentations. Some of the programs that the forester is involve with are below:

- Forestry Summer Camp
- Envirothon Contest
- FFA Forestry Contest
- FFA & 4-H Summer Camps
- Farm City presentations
- Smokey Bear presentations
- Arbor Day Celebrations
- Urban Forestry assistance
- Presentations to Garden Club
- Display booth at the County Fair
- Arboretum Tours
- Newspaper Articles regarding various forestry topics

Training:

Forestry, like most other industries, is always developing new techniques and technology to improve the way that we monitor and manage our natural resources. To stay abreast of the latest innovations, it is necessary to attend training for both field and administrative operations. The Florida Forest Service implements a continuous periodic training regimen for its employees who receive fire management, incident command, and forest management related instruction to prepare them for routine and emergency situations.

During this reporting period, the CFA forester for Union County received training in global information systems (ArcGIS Pro), Longleaf pine management, American Tree

Farm System certification, SPB aerial surveys, silvicultural and forestry wildlife best management practices and incident command systems.

Goals for Next Year:

The Florida Forest Service is always looking for ways to improve its service to the citizens of this state. The following goals have been set for the Union County Forester.

- 1. Continue to promote the Forest Stewardship Program and forest management plans. Complete at least three new Stewardship plans and certify at least two existing Forest Stewardship plans.
- 2. Continue to serve the citizens of Union County with forestry assistance.
- 3. Increase the number of landowner contacts by a minimum of 5%.
- 4. Work with local, state, and federal agencies to promote sound multiple use management of public and private non-industrial forest lands within the county, with an emphasis on reforestation of fallow land.
- 5. Promote Arbor Day celebrations.
- 6. Promote the benefits of prescribed fire to landowners in Union County.
- 7. Develop presentations and educational programs related to forest management and fire prevention for the public.
- 8. Increase emphasis on presentations and educational programs targeting youth audiences such as schools, 4-H and FFA.
- 9. Increase awareness of the CFA program and the services available to the public through local media.
- 10. Seek out and become involved with local boards and committees to provide a forestry perspective when needed.
- 11. Continue participation in professional workshops, seminars and training to stay current with the latest forestry techniques and technology and to broaden scope of knowledge.



For more information regarding the Florida Forest Service's Cooperative Forestry Assistance Program, contact the Union/Bradford County Forester at the phone number or address listed below.

Rachel Kyle New River Forestry Station 11367 SR 100 West Lake Butler, FL 32054 Office: 386-496-2190

Cell: 386-292-4984 Rachel.Kyle@fdacs.gov

NINTH AMENDMENT TO THREE-PARTY AGREEMENT BETWEEN UNION COUNTY AND

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND

WILLIAM F. HAMILTON, M.D.
FOR DISTRICT MEDICAL EXAMINER SERVICES,
UNIVERSITY PHYSICIAN SUPPORT SERVICES,
UNIVERSITY NON-PHYSICIAN SUPPORT
SERVICES AND FACILITY USE

THE THREE-PARTY AGREEMENT ("Agreement"), made and entered into the 1st day of October, 2023 ("Effective Date"), by and among UNION COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, hereinafter referred to as "University", FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA, and WILLIAM F.
HAMILTON, M.D., hereinafter referred to as the "District Medical Examiner", is hereby amended effective the 1st day of October, 2022 ("Effective Date") by this Ninth Amendment, and the parties heretofore named agree as follows:

- 1. **Section 3** of the Agreement is hereby deleted in its entirety and replaced with a new **Section 3** to read:
- 3. <u>Term of Agreement</u>. This Agreement shall commence on the Effective Date and remain in full force and effect through September 30, 2023, unless first terminated or amended by the parties as provided herein.
- 2. **Section 8** of the Agreement is hereby deleted in its entirety and replaced with a new **Section 8** to read:
- 8. Annual Budget. No later than July 1, 2023, the District Medical Examiner, with the assistance of UNIVERSITY, shall submit to the Board of County Commissioners of County an annual budget for the next ensuing fiscal year October 1, through September 30. The District Medical Examiner's budget for Fiscal Year 2022/2023 as submitted to County is attached to this Agreement as Attachment A and is incorporated herein by this reference.
- 3. Section 10 of the Agreement is hereby deleted in its entirety and a new Section 10 is established to read as follows:
- EXPRESSLY RECOGNIZES THAT ALL FEES AND COMPENSATION PAID TO UNIVERSITY PURSUANT TO THIS SECTION CONSTITUTE THE ENTIRE OBLIGATION OF THE COUNTY, AND FURTHER, NEITHER THE DISTRICT MEDICAL EXAMINER, NOR ANY MEMBER OF HIS STAFF, WILL RECEIVE COMPENSATION DIRECTLY FROM THE COUNTY FOR SERVICES PURSUANT TO THIS AGREEMENT. As compensation for the District Medical Examiner's services and UNIVERSITY's Faculty Physician support services, non-physician support personnel services and for facility usage, the County shall pay UNIVERSITY an annual amount equal to Eighteen Thousand, Six Hundred Seventeen Dollars and Sixty-Four Cents (\$18,617.64). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of One Thousand

Five Hundred Fifty-One Dollars and Forty-Seven Cents (\$1,551.47), the first of which shall be paid forty-five (45) days after the commencement of the term of this Agreement. In addition, the County shall separately pay UNIVERSITY for autopsy and related services in accordance with the fee schedule attached hereto as **Attachment C**. UNIVERSITY shall provide County with a detailed monthly invoice indicating all autopsies performed up to the date of the invoice. A copy of the death certificate for each autopsy will be provided with the invoice. After review, and if properly supported, County shall pay invoiced fees within forty-five (45) days of receipt of the invoice. All invoices shall be sent directly to:

Union County Commission Attn: Dianne Hammon 55 W Main Street Lake Butler, FL 32054

- 4. Attachment A to the Agreement is hereby deleted and replaced with the revised version of Attachment A that is attached to this Ninth Amendment and is hereby incorporated into the Agreement by reference.
- 5. Attachment B to the Agreement is hereby deleted and replaced with the revised version of Attachment B that is attached to this Ninth Amendment and is hereby incorporated into the Agreement by reference.
- 6. Attachment C to the Agreement is hereby deleted and replaced with the revised version of Attachment C that is attached to this Ninth Amendment and is hereby incorporated into the Agreement by reference.
- 6. In the event of a conflict between the terms of the Agreement and this **Ninth Amendment**, the terms of this **Ninth Amendment** shall control.

IN WITNESS WHEREOF, the parties have caused this Ninth Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

UNION COUNTY, FLORIDA

By:	By:Colleen G. Koch, M.D., M.S., M.B.A. Dat
Name:	Dean, College of Medicine
Chair	University of Florida
Board of County Commissioners	
DISTRICT MEDICAL EXAMINER	
By:	

ORDINANCE NO. 22-04

AN ORDINANCE OF UNION COUNTY, FLORIDA, AMENDING THE UNION COUNTY COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT TO THE TEXT AND THE FUTURE LAND USE PLAN MAP SERIES OF THE UNION COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 22-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY, TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Union County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Union County, Florida, hereinafter referred to as the Planning and Zoning Board:

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Union County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and Land Development Regulations, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 22-01 by the Board of County Commissioners, to amend the text and the Future Land Use Plan Map Series of the Comprehensive Plan based upon an evaluation completed by the County to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, amendments to the text of the Future Land Use Element, Transportation Element, Housing Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Public School Facilities Element, Property Rights Element and the Future Land Use Plan Map Series of the Comprehensive Plan entitled Comprehensive Plan Evaluation Amendments, dated September 19, 2022 and the Future Land Use Plan Map 2032 are hereby incorporated by reference and adopted.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Florida Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

<u>Section 5.</u> Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on the 19th day of September 2022.

Commissioners in regular session this	day of	2022.
ATTEST:	BOARD OF COUNTY	TY COMMISSIONERS TY, FLORIDA
Kellie Hendricks Rhoades, County Clerk	James A. Tallman, C	Chair



Serving Alachua
Bradford • Columbia

Dixie • Gilchrist • Hamilton

Lafayette • Levy • Madison

Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 29, 2022

Ms. Dianne Hannon
Secretary to the
Board of County Commissioners
Union County
15 Northeast First Street
Lake Butler, FL 32054-1701

COPY SENT VIA ELECTRONIC MAIL

RE: A

Application No. CPA 22-01 (Board of County Commissioners)

Ordinance

Concerning an Amendment to the

Text and Future Land Use Plan Map Series of the of the Comprehensive Plan

Dear Dianne:

Please find enclosed the above referenced ordinance for first reading only. Prior to the second reading of the ordinance, an ordinance for adoption and signature will be sent to the County.

The County Attorney should review this ordinance as to legal form and sufficiency.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP Executive Director

Enclosure

SRK/cf

xc: Kellie Hendricks Rhoades, County Clerk

Leslie C. Snyder, Deputy Clerk Russell A. Wade III, County Attorney James Williams, County Coordinator

1:\2022\union_co\cpa_22-01_earba\cpa_22-01_1streadord.docx

UNION COUNTY SOLID WASTE

MONTHLY REPORT

					SALE OF SURPLUS	
	PRIVATE	PRISON	TONAGE FOR	CHARGE FOR	AND SCRAP	MONTHLY
MONTH	RENTALS	CONTRACTS	UNION COUNTY	COUNTY	METAL	TOTAL
10/01/21	\$5,778.90	\$3,160.00	303.51	\$12,816.84	\$3,632.00	\$12,570.90
11/01/21	\$2,517.29	\$2,875.00	330.28	\$12,620.59	\$512.85	\$5,905.14
12/01/21	\$1,717.70	\$3,335.00	284.93	\$12,180.74	\$3,243.50	\$8,296.20
01/01/22	\$2,519.64	\$3,115.00	291.05	\$12,597.20	\$3,104.05	\$8,738.69
02/01/22	\$1,230.59	\$2,895.00	242.58	\$10,389.57	\$2,322.50	\$6,448.09
03/01/22	\$2,404.31	\$2,900.00	302.44	\$13,047.87	\$2,017.00	\$7,321.31
04/01/22	\$2,749.26	\$3,605.00	270.35	\$11,563.86	\$2,906.10	\$9,260.36
05/01/22	\$1,965.20	\$2,775.00	272.78	\$11,644.30	\$2,289.70	\$7,029.90
06/01/22	\$2,776.68	\$3,090.00	265.8	\$11,442.58	\$2,960.20	\$8,826.88
07/01/22	\$3,040.24	\$2,730.00	269.63	\$11,603.42	\$1,470.70	\$7,240.94
08/01/22	\$2,976.35	\$3,395.00	324.91	\$13,747.75	\$2,321.15	\$8,692.50
09/01/22						\$0.00
YTD	\$29,676.16	\$33,875.00	3158.26	\$133,654.72	\$26,779.75	\$90,330.91

UNION COUNTY ANIMAL CONTROL

MONTHLY REPORTS

AUG 2022 - TOTAL INTAKE FOR MONTH

LIVE INTAKES	CANINE	FELINE	TOTAL
STRAY/AT LARGE	16	0	16
RELINQUISHED BY OWNER	12	0	12
OWNER INTENDED EUTHANASIA	5	0	5
TRANSFERRED IN FROM AGENCY	0	0	0
OTHER INTAKES	0	0	0
TOTAL LIVE INTAKES	33	0	33
OUTCOMES			
ADOPTION	2	0	2
RETURN TO OWNER	6	0	6
TRANSFERRED TO ANOTHER AGENCY	21	0	21
RETURN TO FIELD	0	0	0
OTHER LIVE OUTCOME/STILL HERE	12	0	12
SUBTOTAL LIVE OUTCOMES	41	0	41
DIED IN CARE	0	0	0
LOST IN CARE	0	0	0
SHELTER EUTHANASIA	1	0	1
OWNER INTENTED EUTHANASIA	5	0	5
SUBTOTAL OUTCOMES	6	0	6
TOTAL OUTCOMES	80	0	0
MONTHLY MONIES COLLECTED			\$1,293.0

ROAD DEPT AUGUST 2022 MONTHLY WORK SUMMARY

DISTRICT 3

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 4

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 5

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 1

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

DISTRICT 2

Picked up paper and trash throughout district Mowed and weeded throughout district Patched and repaired pot holes in roads for district Graded roads in district

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND

New River Public Library Cooperative for and on behalf of Union County Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the New River Public Library Cooperative for and on behalf of Union County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, Florida Statutes. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were 1. appropriated.
 - The Grantee shall perform the following Scope of Work: a)

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2020 - September 30, 2021.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2020 through June 30, 2023. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.
- The Grantee agrees to provide the following Deliverables related to the Scope of Work for payments to be awarded. b)

Payment 1, Deliverable/Task:

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2020 through June 30, 2023. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2020 September 30, 2021;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2020 -September 30, 2021 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each
 week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library
 system) during the length of the agreement;
- · Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.
- Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).
- 2. Length of Agreement. This Agreement covers the period of October 1, 2020 to June 30, 2023, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2020) and concludes with the end of the State of Florida's current fiscal year (June 30, 2023).
- 3. Expenditure of Grant Funds. Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2020 September 30, 2021) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
- 4. Contract Administration. The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator Florida Department of State R.A. Gray Building Mail Station # 9D 500 South Bronough Street Tallahassee, FL 32399-0250

Phone: 850.245.6620

Email: marian.deeney@dos.myflorida.com

For the Grantee:

Mary Brown
Union County Public Library
250 Southeast 5th Assured Lake Patler F

250 Southeast 5th Avenue Lake Butler Florida 32054-1639

Phone: 386.496.3432 Email: marycb@neflin.org

- 5. Grant Payments. The total grant award shall not exceed the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
- 6. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit mayloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
- 7. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.
- 8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, Florida Statutes:
 - The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
- 9. Credit Line(s) to Acknowledge Grant Funding. The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of August 2021), incorporated by reference, which are

available online at http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- Travel Expenses. The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, Florida Statutes.
- 12. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, Florida Statutes, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of August 2021) (http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf), incorporated by reference.
- 13. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 14. Single Audit Act. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, Florida Statutes within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
- 15. Retention of Accounting Records. Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records. The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records. The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, Florida Statutes, known as the Florida Public Records Act. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- Noncompliance. Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in

noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying. The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or

employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, Florida Statutes, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

- 30. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, Florida Statutes or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, Florida Statutes.
 - a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000
 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other
 appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, Florida Statutes and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

The state of the Committee of the contribution of the Agreement will be in Leon County Florida
Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
 Page

38.	Entire Agreement. The entire Agreement of the parties consists of the following documents:			
	 a) This Agreement b) Florida Single Audit Act Requirements (Attachment A) c) Fiscal Year 2022-23 State Aid to Libraries Final Grants (Attachment B) 			
The (Grante	e hereby certifies that they have read this	entire Agreement and will comply with all of its requirements.	
Grantee:			Department of State	
		Governing Body or Chief Executive Officer	By:	
	JIRAN OI	GOVERNING ENGLY OF CHIEF ENGLANCE CHIEF	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida	
Тур	ed na	me and title		
—— Date	e		Date	
Clerl	k or Ch	nief Financial Officer	Witness	
— Date	e		Date	

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
- For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) F.S.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2) F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer) http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

Part III: Report Submission

- Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at https://dosgrants.com.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512
 - The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
- Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at https://dosgrants.com.

B. The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

- 3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of
five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General
access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or
its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless
extended in writing by the Department of State.

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, State Aid to Libraries; CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B Fiscal Year 2022-23 State Aid to Libraries Final Grants





Commissioner's Report – UF/IFAS Extension

September 13, 2022

August 2022 - Union County 4-H Extension Agent Activities - Meagan Daniel

- Spoke to Union County School faculty and staff at their back-to-school event in the UCHS
 auditorium. I gave them a brief description of how 4-H can be used in the classroom as
 well as promoted clubs and camps
- Set up a table with promotional 4-H materials and information at LBES Open House Event
- Successfully coordinated and held our annual auction which received 87 donations from local community members and businesses. About 180 attendees helped us raise \$12,788 in profit after our expenses were paid
- Hosted Farm Bureau Annual Meeting at our facility and networked with many community members
- Hosted Florida Crown at our facility where they presented information to the community on vaccinations, fraud, and workforce opportunities
- Held club leaders' workshop to educate them on events for clubs in the coming year
- Held program at Camp Kulaqua with Lake Butler Middle School on a healthy living activity to keep their bodies active and moving
- Attended EPAF (Extension Professionals of Florida) Conference where there were several educational presentations on ideas for 4-H programming

Union County 4-H Agent Contacts

Type of Contact	Number of Contacts
Office Visits	138
Phone Calls	97
Emails	70
Educational Program Contacts	1094
Social Media Posts Reach	5,050
Total Number of Contacts	6,449
Educational articles created/social media posts	10
Educational talks/programs held	5
Meetings attended	9
Economic Value of agent monthly activities	\$12,788





